

**United States Bankruptcy Court  
Western District of Michigan**

In re **Brent Marshall Uber  
Amber Lynn Uber**

Debtor(s)

Case No. **14-03037-jwb**  
Chapter **7**

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
 

For legal services, I have agreed to accept .....	\$ <u><b>1,100.00</b></u>
Prior to the filing of this statement I have received .....	\$ <u><b>160.00</b></u>
Balance Due .....	\$ <u><b>940.00</b></u>
2. \$ **0.00** of the filing fee has been paid.
3. The source of the compensation paid to me was:
 

☒ Debtor      ☐ Other (specify):
4. The source of compensation to be paid to me is:
 

☒ Debtor      ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
  - a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **September 19, 2014**

**/s/ Martin M. Holmes**  
**Martin M. Holmes P24240**  
**Holmes Law offices**  
**318 Center St. Suite D**  
**PO Box 5406**  
**Muskegon, MI 49445**  
**(231)744-9439**  
**mmhjd@yahoo.com**

**Additional or supplemental services:** include any services not listed above. I am not obligated to provide such services, and in no event will such services that require the expenditure of more than 1 hour of time be undertaken on your behalf unless and until you authorize me to do so in writing. By way of example the services may include the following the following:

1. Defending you against any complaint filed by the trustee or any other party-in-interest to deny your discharge
2. Defending you against any complaint filed by any creditor to except its debt from discharge
3. Prosecuting any complaint that you file seeking a determination that any of your indebtedness is dischargeable
4. Defending you against any complaint the trustee files to avoid or to recover any transfer of property that you made before the filing of your Chapter 7 petition
5. Opposing any objections to your claimed exemptions
6. Appealing any order or judgment entered against you
7. Negotiating reaffirmation and redemption agreements and counseling you with regard to the pros and cons of such agreements.
8. Filing and prosecuting motions on your behalf

**You will be required to pay additional fees and any additional expenses that we incur on your behalf and for any supplemental services rendered on your behalf at the following hourly rates**

**Attorney \$200.00, per hour**

**Legal Assistant \$25.00 per hour.**

**Reimbursable expenses:** including but are not limited to photocopying at 10 cents a copy, mileage at 53 cents per mile, long distance telephone calls, parking fees, filing fees, and any credit report and due diligence search fees and expenses paid to others on account of your case.

I will submit periodic bills to you itemizing the services performed and costs incurred. The bill is due and payable upon receipt. You understand that if you fail to pay my itemized invoice for any services within 60 days of receipt, I may petition the court to withdraw from any further representation in the Chapter 7 case or in any proceeding or matter arising in the case or in any appeal.

**Recovery of Property or Funds** Under certain circumstances the law allows a debtor in bankruptcy to recover property or funds that were involuntarily transferred to others through garnishment levy or seizure. **In the event that I am able to recover for you property or**

**funds taken as a result of garnishment or other involuntary transfer you agree to pay additional legal fees in the amount of 33% of the funds so recovered.**

**Client responsibilities**

In addition to the financial obligations stated above you have the responsibility to cooperate fully with this office, with the trustee assigned to your case and with the Bankruptcy court. You must

- a. provide me with full truthful and complete information regarding your debts, assets, income, expenses and other financial information.
- b. obey all orders issued by a court hearing the your case;
- c. pay the Attorney in accordance with the terms of this Agreement and any other agreements regarding payment for legal services and expenses;
- d. not demand that the Attorney engage in offensive tactics or that the Attorney not treat all persons involved in the legal process with courtesy and consideration;
- e. not demand any assistance from the Attorney that is not permitted by the Michigan Rules of Professional Conduct;
- f. not pursue or insist on a course of action that the Attorney reasonably believes to be illegal, fraudulent, repugnant, or imprudent; and
- g. to keep the Attorney advised of any changes of address or phone number or other important changes and answer the Attorney's requests for information promptly.
- h. attend all hearings required of you
- j provide the, trustee full truthful and complete information regarding your debts, assets, income, expenses and other financial information and all documents that may be required.

**Closed Files** When you have terminated our services or after You have been notified that the matter is closed, we will close the file. At the time of closing, You have the right to review the file, remove anything from it that you wishes to retain for your records, and review with the attorneys handling your representation the need for the retention of other documents or data in the file. **Our Attorney will want to retain copies of pleadings and other documents in electronic format for a reasonable period, but every effort will be made at closure to reduce the file that will be retained to electronic format.** You should remove documents that you have given us for safekeeping during the pendency of the matter unless indefinite safekeeping is required and otherwise unavailable. Unless you are advised otherwise at closing, the **electronic file will be maintained not less than three but no longer than seven years after closing. The paper file will be destroyed except as to those documents that we are required by law to maintain.**

**NO FURTHER NOTICE REQUIRED FOR THE DESTRUCTION OF OTHER FILES:**


After this opportunity for review of the file at closure, you will receive no further notice of the right to remove materials from the file or of the destruction of the file after the stated retention period. Of course, you may gain access to the file anytime during the retention period by telephoning our offices. Again, the destruction policy does not apply to safekeeping files.

You understand that if this engagement results in my representing you in litigation, I have made no warranties about an ultimate successful outcome of the cause of action, and all expressions made by me relative to it are matters of opinion only.

For our records, I would appreciate it if you would acknowledge that the foregoing accurately reflects the terms of our engagement by promptly signing the enclosed copy of this letter and returning it to me.

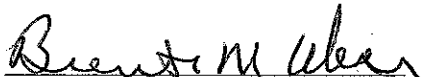
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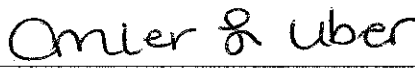
By /s/

  
Martin M. Holmes (P24240)

We agree to the foregoing

Date: 8-20-14

  
Brent M. Uber

  
Amber Uber

**HOLMES LAW OFFICES**  
**318 CENTER ST., SUITE D**  
**P.O. BOX 5406**  
**NORTH MUSKEGON, MI 49445**  
**Phone (231) 744-9439**  
**Fax (231) 719-2843**  
**Email mmhjd@yahoo.com**  
**Web muskegonlaw.net**

August 20, 2014

Brent and Amber Uber  
1300 Carr Rd.  
Muskegon, MI 49442

RE: Bankruptcy representation:

Dear Mr. and Mrs. Uber:

This will follow my meeting with Mrs. Uber on August 19, 2014. At the conclusion of the meeting Mrs. Uber expressed her desire to employ me to provide assistance in the completion of the Chapter 7 bankruptcy the two of you filed on April 30, 2014 in the Western District of Michigan case # 14-030037-jwb. I would be delighted to provide that assistance for a professional fee of \$200.00 per hour for attorney time and \$25.00 per hour for legal assistant.

The scope of my representation will be to do the following:

1. Conduct a due diligence, asset and lien search and obtain credit reports to assure that the information provided the bankruptcy court is accurate and complete
2. Review the information contained in the petition, schedules, statements of financial affairs and go over them with you to assure that the information provided the bankruptcy court is accurate and complete and counsel you with respect to the exemption of particular items or types of property.
3. Revise the documents filed with the bankruptcy court as necessary to assure they are accurate and complete, attend to filing the same with you.
4. Communications with the Chapter 7 trustee appointed to your case to assure the completion of the 341 meeting.
5. Attending any adjourned 341 meeting with the trustee.
6. Consultations, telephone consultations and correspondence required to be done.

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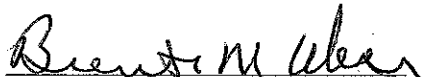
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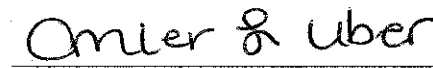
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